

Annual Contract Competitive Proposal Request		CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION		RESPONSES MUST BE RECEIVED BY: June 08, 2022 11:00 am CST	
TITLE: A22-91039 JANITORIAL SERVICES FOR MOSQUITO ABATEMENT AND CONTROL(MARC)			RETURN BID TO: PURCHASING DIVISION		
			<u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821		<u>Physical Address:</u> 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802
FILE NO: 22-91039 AD DATES: 05/10 & 05/17			***Note: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; ; delays may occur due to City Parish		
SHIP TO ADDRESS: MARC 10550 VETERANS MEMORIAL BLVD BATON ROUGE, LA 70807			Contact Regarding Inquiries: Purchasing Analyst : Sheneka Sylvan Telephone Number: 225-389-3259 x 3263 Email: ssylvan@brla.gov		
VENDOR NAME			MAILING ADDRESS		
REMIT TO ADDRESS			CITY, STATE, ZIP		
TELEPHONE NO.		FAX NO.	E-MAIL		
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER			TITLE		
AUTHORIZED SIGNATURE(Required)			PRINTED NAME		

QUESTIONS TO BE COMPLETED BY VENDOR:

1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.
2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.
3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.centralbidding.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.

26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.

29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **All items must be bid.** A blank, zero or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Schedule of Bid Items Pricing column. If your intention is No Bid, please write "No Bid" in the Pricing column.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

- Inquiries received up until 5:00 p.m. on May 27, 2022.

Mandatory Pre-bid Conference & Mandatory Job Site Visits

Mandatory Pre-Bid Conference:

When: **May 25, 2022**
Time: **9:00 A.M.**
Location: Mosquito Abatement and Rodent Control
10550 Veterans Memorial Blvd
Baton Rouge, LA 70807
Contact: Randy Vaeth
Phone: 225-356-3297

Mandatory Job Site Visit:

The mandatory job site visit will begin immediately following the pre-bid conference on **May 25, 2022**. **Only companies represented at the pre-bid conference and job site visits shall be considered for award through this Invitation to Bid.**

Vendor sign-in forms must be signed before leaving each facility. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheets at pre-bid conference and at job site visit location. Failure to attend pre-bid conference and mandatory job site visit will cause your bid to be deemed non-responsive.

Questions regarding the pre-bid conference or job site visit may be directed to Randy Vaeth (225) 356-3297.

Inquiry Period:

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. ***Without exception, all questions MUST be in writing*** (even if an answer has already been given to an oral question during the pre-bid conference or job site visit.) Inquiries are to be directed as follows:

Hand Delivered or by Courier
Sheneka Sylvan, Purchasing Analyst II
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70802

Delivery by United States Postal Services
Sheneka Sylvan, Purchasing Analyst II
City-Parish Purchasing Department
P. O. Box 1471
Baton Rouge, LA 70821

By email: ssylvan@brla.gov

By fax: (225) 389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

All inquiries shall be received by 5:00 p.m. on May 27, 2022.

Specifications:

GENERAL:

It is the intent of this Competitive Proposal Request is to establish prices for Janitorial Services for MARC location. Work will begin at 7:30 A.M. twice a week unless otherwise specified by an MARC Representative.

The Contractor is to contract for goods, services, and employment in the firm's name only, and will not implicate the City of Baton Rouge /Parish of East Baton Rouge, Department of MARC, here after referred to as "Agency", directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees are to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract without approval of the City Parish.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

The Contractor shall provide all supervision, labor, insurance, cleaning materials, solvents, waxes, supplies, machinery and equipment (in good condition) to perform the janitorial services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time. This contract requires a minimum of two (2) janitorial staff, one of which is an on-site supervisor who is also performing janitorial services. Contractor will provide supervision of janitorial services as outlined herein. The agency representative shall oversee the contracted service.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing a shirt, hat, apron, vest, etc. with company name on the clothing. Contractor's staff must be able to communicate and speak English.

The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The bidder is responsible for verifying the size and condition of the facility and submit in writing any discrepancies found during the inquiry period.

All Contractor personnel are expected to work in a manner which will maintain the security of the facility and meet all standards of the Agency. Contractor must advise all their employees not to disturb papers, files, desk drawers, and not to utilize City Parish property such as computers, fax machines, telephones, copier machines, etc.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to address these conditions. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties and the Contractor shall not be penalized for the portion of the normal work which otherwise would have been performed but was neglected.

For declared emergencies (reasons beyond the control of the agency) where emergency janitorial services are required and performed outside the normally scheduled work hours, other than week-ends and holidays, Contractor will be paid at the HOURLY RATE FOR EMERGENCY JANITORIAL SERVICES pricing provided in the contract, for the hours worked outside the normally scheduled work hours. If janitorial services are not required by the Agency during a declared emergency, Contractor will be required to invoice and be paid only for days services were required and performed during the billing cycle, at a pro-rated basis calculated on a daily rate.

The City-Parish reserves the right to add or delete a location on this contract, at any time during the contract term. In the event a facility is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.

METHOD OF AWARD:

City Parish reserves the right to award items as specified as deemed to be in the best interest of the City-Parish (Agency). Although the City of Baton Rouge does not foresee any holiday or weekend service, this pricing is being requested. **Pricing for holiday, weekend, and emergency services will not be a determining factor of the award.**

FORMULA FOR CALCULATING PRICE (per month and per year):

Monthly Price: Approx. SQ. FT. x Price per SQ. FT. = Price per Month

Annual Price: Price per Month x 12 = Price per Year

NOTE: The frequency of the service being provided is not a part of the formula for calculating the lowest bid amount.

CONTRACT RENEWAL:

At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.

DEFINITIONS OF TERMS USED:

Damp mopping is a well wrung out mop being used to pick up soil without previously laying down a film of solution.

Wet mopping is when a film of solution is laid down on the floor that will need to be picked up with a well wrung out mop or wet vacuum.

Spot cleaning of carpeted areas is defined as cleaning small areas of the carpet using a cleaning solution applied with a microfiber towel.

Dust mopping is the cleaning, removing of dry soils without adding liquid. Because dust mopping is usually done dry, it also allows the floor to be cleaned while the area is being used.

GENERAL INFORMATION – INTERIOR CLEANING:

The Contractor is responsible for cleaning and servicing all interior space of the building listed in this bid, with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- All mechanical rooms, heater rooms, fan rooms, electrical rooms, or other similar type rooms.
- The inside of cabinets, cupboards, drawers, and the like.

Bare floors shall be dust mopped with untreated mops or swept. Bare floors shall be wet mopped with a neutral PH cleaning solution that must be transparent and odorless. Corners shall be free of dirt, cobwebs, and lint. Door jams and baseboards shall be free of dirt and mop stain build-up.

**CLEANING SCHEDULE FOR MARC BUILDING,
10550 VETERANS MEMORIAL BLVD., BATON ROUGE, LA**

This contract requires a minimum of 2 janitorial staff working at MARC complex one of which must be an on-site supervisor as defined herein. There must be a minimum of 2 backup/pool employees which includes a backup on-site Supervisor who will act as substitute employees in case of absences. Janitorial staff and backups must have cleared background checks and drug screens prior to services beginning under contract. The agency requires all janitorial personnel at site to work twice a week from 7:30am to 4:00pm Tuesday and Friday with a one hour lunch break.

Frequency Schedule - WEEKLY DUTIES (2 x a week):

ENTRANCES

- a. Spot Clean All Walls, Light Switches And Doors
- b. Dust Mop Hard Surface Floors
- c. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- d. Spot Clean Entrance Glass
- e. Vacuum Walk-Off Mats

LOBBIES

- a. Dust All Horizontal Surfaces Within Normal Reach
- b. Spot Clean All Walls, Light Switches And Doors
- c. Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner
- d. Clean And Sanitize Telephones
- e. Arrange Furniture
- f. Empty And Remove Trash, Replace Liner If Needed
- g. Dust Mop Hard Surface Floors
- h. Spot Mop Stains And Spills Using Appropriate Cleaner
- i. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- j. Vacuum Walk-Off Mats

CONFERENCE ROOMS

- a. Dust All Horizontal Surfaces Within Normal Reach
- b. Spot Clean All Walls, Light Switches And Doors
- c. Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner
- d. Clean And Sanitize Telephones
- e. Arrange Furniture
- f. Empty And Remove Trash, Replace Liner If Needed
- g. Dust Mop Hard Surface Floors
- h. Spot Mop Stains And Spills Using Appropriate Cleaner
- i. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- j. Vacuum all carpeted areas

**CLEANING SCHEDULE FOR MARC BUILDING,
10550 VETERANS MEMORIAL BLVD., BATON ROUGE, LA
(Continued)**

Frequency Schedule - WEEKLY DUTIES (2 x a week):

FRONT OFFICES

- a. Dust All Horizontal Surfaces Within Normal Reach
- b. Spot Clean All Walls, Light Switches And Doors
- c. Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner
- d. Clean And Sanitize Telephones
- e. Empty And Remove Trash, Replace Liner If Needed
- f. Dust Mop Hard Surface Floors
- g. Spot Mop Stains And Spills Using Appropriate Cleaner
- f. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- g. Vacuum all carpeted areas

MAINTENANCE AND SHOP AND HANGAR

- a. Dust All Horizontal Surfaces Within Normal Reach
- b. Spot Clean All Walls, Light Switches And Doors
- c. Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner
- d. Clean And Sanitize Telephones
- e. Empty And Remove Trash, Replace Liner If Needed
- f. Dust Mop Hard Surface Floors
- g. Spot Mop Stains And Spills Using Appropriate Cleaner
- h. Damp Mop Hard Surface Floors- Use Appropriate Cleaner

HALLWAYS

- a. Spot Clean All Walls, Light Switches And Doors
- b. Dust Mop Hard Surface Floors
- c. Spot Mop Stains And Spills Using Appropriate Cleaner
- d. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- e. Clean And Polish Drinking Fountains

**CLEANING SCHEDULE FOR MARC BUILDING,
10550 VETERANS MEMORIAL BLVD., BATON ROUGE, LA
(Continued)**

Frequency Schedule - WEEKLY DUTIES (2 x a week):

LARGE CONFERENCE ROOM

- a. Dust All Horizontal Surfaces Within Normal Reach
- b. Spot Clean All Walls, Light Switches And Doors
- c. Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner
- d. Clean And Sanitize Telephones
- e. Arrange Furniture
- f. Empty And Remove Trash, Replace Liner If Needed
- g. Dust Mop Hard Surface Floors
- h. Spot Mop Stains And Spills Using Appropriate Cleaner
- i. Damp Mop Hard Surface Floors- Use Appropriate Cleaner

LARGE BREAKROOM (KITCHEN)

- a. Spot Clean Vending Machines, Walls And Light Switches
- b. Arrange Furniture
- c. Dust Mop Hard Surface Floors
- d. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- e. Damp Wipe All Lunchroom Tables
- f. Damp Wipe Eating Area Chairs
- g. Damp Wipe Countertops Using Appropriate Cleaner
- h. Clean Sinks Using Appropriate Cleaner
- i. Clean Coffee Machine/Station
- j. Vacuum Walk-Off Mats
- k. Damp Clean Interior And Exterior Of Microwave
- l. Empty And Remove Trash
- m. Clean Refrigerator, Empty Contents If Requested

LOCKER ROOMS

- a. Wipe Clean Fronts And Tops Of Lockers
- b. Dust Mop Hard Surface Floors
- c. Vacuum Hard Surface Floors Using Appropriate Attachment
- d. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- e. Clean And Disinfect Showers

**CLEANING SCHEDULE FOR MARC BUILDING,
10550 VETERANS MEMORIAL BLVD., BATON ROUGE, LA
(Continued)**

Frequency Schedule - WEEKLY DUTIES (2 x a week):

RESTROOMS

- a. Empty Trash,
- b. Refill Supply Dispensers.
- c. Clean And Disinfect Restroom Fixtures,
- d. Clean Mirrors, Counters, Partitions And Chrome,
- e. Sweep And Mop Floor Using Appropriate Cleaner

SMALL BREAKROOM (KITCHEN)

- a. Spot Clean Vending Machines, Walls And Light Switches
- b. Arrange Furniture
- c. Dust Mop Hard Surface Floors
- d. Damp Mop Hard Surface Floors- Use Appropriate Cleaner
- e. Damp Wipe All Lunchroom Tables
- f. Damp Wipe Eating Area Chairs
- g. Damp **Wipe** Countertops Using Appropriate Cleaner
- h. Clean Sinks Using Appropriate Cleaner
- i. Clean Coffee Machine/Station
- j. Vacuum Walk-Off Mats
- k. Damp Clean Interior And Exterior Of Microwave
- l. Empty And Remove Trash

DAY PORTER

- a. Maintain Contact With Manager, Complete Duties Assigned And Respond Promptly To Requests
- b. Maintain Restrooms And Break Rooms ; Keeping Them Clean, Removing Trash As Needed And Keeping Supply Dispensers Well Stocked At All Times
- c. Keep Entry-Door Glass Clean, Lobby Areas Orderly And Hallways Free Of Dirt And Debris
- d. Mop Up Weather Related Water And Salt-Tracking Near Entries And In Hallways, As Well As Spill Clean-Up When Needed
- e. Keep All Public Areas Clean, Orderly And Well Maintained
- f. Empty Trash And Replace Liner From Any Container Requiring Service During Shift
- g. Clean Common Areas, Dusting And Wiping Furniture With Appropriate Microfiber Cloth Or Cleaner As Well As Sills, Lights And Vents As Needed
- h. Maintain, Keep Clean And Properly Store All Equipment In Assigned Area

**CLEANING SCHEDULE FOR MARC BUILDING,
10550 VETERANS MEMORIAL BLVD., BATON ROUGE, LA
(Continued)**

Frequency Schedule - MONTHLY DUTIES:

ENTRANCES

- a. Clean Both Sides of Door Glass and Frames
- b. Dust Display Cases

CONFERENCE ROOMS

- a. Dust Book Shelves
- b. Vacuum Or Brush Upholstered Furniture

FRONT OFFICES

- a. Dust Tops of Office Partitions
- b. Vacuum Or Brush Upholstered Furniture

LARGE BREAKROOM (KITCHEN)

- a. Clean Refrigerator, Empty Contents If Requested
- b. Clean Garbage Can

SMALL BREAKROOM (KITCHEN)

- a. Clean Refrigerator, Empty Contents If Requested

Frequency Schedule - ANNUAL DUTIES:

- a. Clean all carpeted areas with hot water extraction carpet cleaning machine, utilizing appropriate water additive (detergent)

SUPPLIES/EQUIPMENT:

Furnished by Agency:

- a. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of his work.
- b. Hot and cold water as necessary.
- c. Space in the building for the storage of supplies and equipment, which will be used in the performance of the work under the contract, if available.

Furnished by Contractor:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work of this contract unless otherwise specified herein. If the Contractor does not provide proper supplies, materials and equipment then the Contractor will be deemed to be in default. The Contractor shall provide the following products to be stocked in various dispensers:

- 1) Cleaning supplies, disinfectants, chemicals, cleaning rags and towels
- 2) Equipment – vacuum cleaners, mops, brooms, buffers, etc.
- 3) Any other supplies or equipment necessary to maintain the cleanliness and sanitation of the building(s)

Contractor will be responsible for monitoring the supply levels to ensure adequate supplies are readily available.

Although designated storage areas will be provided for storage of Contractor's equipment (if available in building), materials, and supplies, the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

SAFETY DATA SHEETS (SDS) (formerly Material Safety Data Sheets):

- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product label, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

CONTRACTOR'S STAFF:

This contract requires a minimum of 2 janitorial staff working at MARC Headquarters complex one of which must be an on-site supervisor as defined herein. There must be a minimum of 2 backup/pool employees which includes a backup on-site Supervisor who will act as substitute employees in case of absences. Janitorial staff and backups must have cleared background checks and drug screens prior to services beginning under contract. The agency requires all janitorial personnel at site to work twice a week from 7:30am to 4:30pm Tuesday and Friday with a one hour lunch break.

Contractor's Supervision:

The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency. The Contractor is responsible for the management and scheduling of work to be performed under this contract. Contractor will meet with City Parish representative prior to the contract commencing to discuss contract service requirements.

On-Site Supervisor:

The Contractor shall provide the name, e-mail and telephone number of the on-site supervisor in writing to the Agency representative. This information must be kept current throughout the contract, with written notice of any changes given to the Agency representative. Any change in contact information must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

The term "on-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis and is performing janitorial duties at the work site. All calls, texts and e-mails shall be returned within a two (2) hour period. Failure to return calls, texts or e-mails within two hours may constitute grounds for placing contractor in default. **(See page 7)**

Qualifications of Personnel:

The supervisory personnel shall manage and supervise janitorial work as specified under this contract. The personnel employed by the Contractor shall perform janitorial work as specified under this contract and with a minimum level of supervision. The building shall be staffed beginning the first day of work under the contract.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Agency reserves the right to require the Contractor to replace any employee deemed unsatisfactory in the performance of services rendered. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines or search any desks.

The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a professional manner and that they will not permit use of the facility for purposes other than those specified herein.

The Contractor shall not allow any person under 18 years of age or any person that is not on the Contractor's payroll into the facility at any time.

The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees.

The Contractor shall indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

The Contractor will be responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate replacement.

Scheduling Work and Reporting:

The Contractor shall submit to the Agency representative a weekly work report of the jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed, such as, stripping and waxing a specific floor. Contractor's personnel will not engage in extended conversation with building occupants that interferes with the performance of duties.

Quality Control Program:

The Contractor will establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within a time agreed upon between the Agency contact person and Contractor, the Contractor shall submit a copy of his/her program to the Agency contact. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in the schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
- b. The checklist shall include every area of the operations serviced by the Contractor, as well as, every task required to be performed.
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

Absenteeism:

The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed as per contract specifications regardless of employee absenteeism.

Holidays:

The Contractor will not be responsible for having any personnel in the facility on these holidays unless requested by the Agency. The Agency shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Day after Thanksgiving, and Christmas Day.

Security Clearance Requirements/Standards of Conduct:

Contractor shall provide evidence of a security clearance program adopted by the company to the Agency.

The Agency requires the Contractor to provide to the City Criminal Background Checks issued by the Louisiana State Police, Bureau of Criminal Identification and Information before and during the contract period and reserves the right to request drug testing/screening all at no additional cost to the Agency, for all janitorial/custodial employees. Drug Screens must be from a company that this service is part of their routine business. Background checks and drug screens for all contractor staff and backups must be submitted and clearance given prior to work beginning under the contract. The City also reserves the right to request additional drug screens for janitorial staff for reasonable cause. Any janitorial staff that tests positive on any drug screen(s) shall be immediately replaced. It is at the discretion of the City (Agency) to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

Keys:

Contractor is to be responsible for all keys issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

BIDDER'S QUALIFICATIONS/REFERENCES:

BIDDER'S QUALIFICATIONS: Bidder must be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance. Bidder must have satisfactorily performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Bidder must have satisfactorily completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he is bidding.

Each bidder should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.
4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.
6. Type of janitorial services performed.

Documentation of qualifications should be submitted with bid, or must be submitted within three (3) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

CONTRACTOR REFERENCES:

The Contractor must submit at least two (2) references where services similar to those in this bid have been successfully performed within the last five (5) years.

EACH REFERENCE must include the following information:

1. Name and address of facility services provided
2. Name of contact person, contact person's title and phone number at the facility
3. Approximate square footage of the cleaning area
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services shall be listed as CURRENT.
5. List of services performed at each facility.

Documentation of references should be submitted with bid, or must be submitted within three (3) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further consideration for this award.

Schedule of Bid Items

Page 1 of 2

All items must be bid. A blank, zero or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

ITEM NO.	DESCRIPTION	QTY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0001	<p>Janitorial Services to be performed at the MARC Headquarters, 10550 Veterans Memorial Blvd., Baton Rouge, LA 70807 per attached specifications</p> <p>Total Square Footage of facility is approximately: 34,000 Sq. Ft.</p> <p>Cleaning Hours: 7:30am to 4:00pm (2 x a week) Tuesday and Friday. (1 hour lunch break)</p> <p>A MINIMUM OF 2 JANITORIAL STAFF ARE REQUIRED ONE OF WHICH IS AN ON-SITE SUPERVISOR AND ALSO PERFORMING JANITORIAL SERVICES.</p> <p>Pricing is for all services, materials, supplies, and labor as specified herein.</p> <p>Monthly Price: Approx. SQ. FT. x Price per SQ. FT. = Price per Month</p>	34,000	SQ FT	\$ _____ Per SQ FT	\$ _____ Month
0002	<p>HOURLY RATE, HOLIDAY JANITORIAL SERVICES performed on designated holidays at the MARC Headquarters, 10550 Veterans Memorial Blvd., Baton Rouge, LA 70807 per attached specifications Refer to specified Holidays in bid specifications.</p> <p>Cleaning Hours: 7:30am to 4:00pm on applicable day. Agency will coordinate with Contractor on a case-by-case basis.</p> <p>Although the City of Baton Rouge does not foresee any holiday service, pricing will be utilized on an as-needed basis.</p>	1	HOUR	\$ _____ Per Hour	\$ _____ Per Hour

All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

Schedule of Bid Items

Page 2 of 2

All items must be bid. A blank, zero or N/A will not be considered and may cause your bid to be deemed non-responsive. If your intention is No Charge, please write "No Charge" in the Unit Price column. If your intention is No Bid, please write "No Bid" in the Unit Price column.

ITEM	DESCRIPTION	QTY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0003	HOURLY RATE, WEEKEND JANITORIAL SERVICES performed at the MARC Headquarters, 10550 Veterans Memorial Blvd., Baton Rouge, LA 70807 . per attached specifications Cleaning Hours: 7:30am to 4:00pm on applicable day Saturday/Sunday, or as requested. Agency will coordinate with Contractor on a case-by-case basis. Although the City of Baton Rouge does not foresee any weekend service, pricing will be utilized on an as-needed basis.	1	HOUR	\$ _____ Per Hour	\$ _____ Per Hour
0004	HOURLY RATE, EMERGENCY JANITORIAL SERVICES performed at the MARC Headquarters, 10550 Veterans Memorial Blvd., Baton Rouge, LA 70807 , per attached specifications during declared emergencies. Pricing will be utilized if a declared emergency causes the need for additional janitorial services at this location outside of normally scheduled work hours. Cleaning Hours: May be up to 24-hour service. Agency will coordinate with Contractor on a case-by-case basis.	1	HOUR	\$ _____ Per Hour	\$ _____ Per Hour
0005	Shampoo Carpet Cleaning Services (once per year) to be performed at the MARC Headquarters, 10550 Veterans Memorial Blvd., Baton Rouge, LA 70807 per attached specifications Total Square Footage of carpeted areas is approximately: 4880 Sq. Ft. Pricing is for all services, materials, supplies, and labor as specified herein.	4880	SQ FT	\$ _____ Per SQ FT	\$ _____ Annual Price

NOTE: All prices shall include all supplies listed under Specifications, fuel charge and any other fee may relate to the Specifications.

INVOICES

Vendor will be required to submit invoices to include the following:

- Date of Invoice
- Agency / City Parish Contact
- Contract Number
- Purchase Order Number (if applicable)
- Invoice Number
- Invoice Total

For each labor charge on an invoice, the following should be included:

- Date of work performed
- Description of work performed
- Total number of hours
- Contracted rate per hour
- Total labor charge

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below **until** completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$ 2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this ____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

SECRETARY

AGREEMENT (Sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of _____, 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____
Contract Period _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

**CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
OWNER**

WITNESS:

By _____
Sharon Weston Broome, Mayor-President
Or
Kris R. Goranson, Purchasing Director

WITNESS:

CONTRACTOR

By _____

(Typed Name and Title)